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EXTENSION AND AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

WHEREAS, DAVID & JULIE SHANKLE ("Lessor") executed that certain Oil, Gas and Mineral Lease dated February 25th, 2008, unto DALE PROPERTY SERVICES, LLC, which is recorded by Memorandum in D208093292 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease") and covering the following described lands:

SURVEY: JOHN N KING

ABSTRACT NO: 897

LOT 31, BLOCK E, OF FOSSIL RIDGE ADDITION, AN ADDITION TO THE CITY OF HALTOM CITY, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET A, SLIDE 5690 OF THE PLAT RECORDS OF TARRANT, COUNTY, TEXAS.

WHEREAS, all of the rights, title and interest in the lease were ultimately assigned to and acquired by Chesapeake Exploration L.L.C. ("Lessee"); and

WHEREAS, Lessor and Lessee now desire to ratify and amend the Lease and extend the primary term of the Lease as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, the Lease is hereby ratified, extended and amended as follows:

The primary term shall extend to August 25th, 2011, and for as long thereafter as oil, gas or other minerals covered thereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions thereof.

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as extended and amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the January 25th, 2011, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:

DAVID & JULIE SHANKLE

By:

David Shankle
DAVID SHANKLE
Julie Shankle
JULIE SHANKLE

ACKNOWLEDGEMENTS

THE STATE OF TEXAS

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§COUNTY OF Tarrant

This instrument was acknowledged before me on this the 1ST day of FEBRUARY, 2011, by DAVID & JULIE SHANKLE.

My Commission Expires: 10-27-2014
Commission Number: _____

David Zamarrin
Notary Public, State of Texas

